

TERMS AND CONDITIONS

1 General

1.1 In these general terms and conditions, the following expressions shall have the following meanings:

- (i) **Affiliates:** means any employees, those performing the assignment and persons/third parties engaged in the performance of the assignment by the Company and other persons related to The Aviation Company including every group company (article 2:24b Dutch Civil Code) shareholder and director of The Aviation Company.
- (ii) **Client:** means the party engaging The Aviation Company to provide services.
- (iii) **Charter Price:** means the flight costs increased with The Aviation Company commission as mentioned on the Quote.
- (iv) **The Aviation Company:** means the company with offices at Padoxlaan 4, 2361 KS, Warmond, the Netherlands, company registration number 69150257 (Dutch Chamber of Commerce).
- (v) **Quote:** means the offer The Aviation Company submits to the Client based on the preferred type of aircraft and itinerary as communicated by the Client.

2 Applicability

- 2.1 These general terms and conditions shall apply to all services rendered by The Aviation Company to the Client and to all subsequent, amended or supplementary assignments, legal relationships and legal acts between the Client and The Aviation Company, unless otherwise agreed in writing.
- 2.2 Applicability of any other terms and conditions, including, but not limited to, any terms and or conditions used by the Client is specifically excluded, unless otherwise agreed in writing.
- 2.3 In addition to The Aviation Company itself the Affiliates can rely on and invoke the provisions of these general terms and conditions. The previous sentence is an irrevocable third-party clause for the benefit of the Affiliates.

3 Conclusion of the Agreement

- 3.2 An agreement between the Client and The Aviation Company comprises the Quote and these general terms and conditions and is concluded when

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- (i) The Aviation Company receives from the Client the Quote signed by the Client, or
 - (ii) The Aviation Company receives electronic confirmation, such as, but not limited to, e-mail, sms or WhatsApp from the Client confirming the Quote, or
 - (ii) when The Aviation Company commences with the execution of the assignment, or
 - (iv) when it becomes evident in any other way that The Aviation Company has accepted the assignment, whichever date is the earlier.
- 3.2 All assignments are deemed to have been exclusively commissioned to and accepted by The Aviation Company, even if it is the express or tacit intention that an assignment is performed by a specific person. Articles 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code are entirely excluded.
- 3.3 If and insofar as an assignment or the rendering of services by The Aviation Company must be deemed to be a contract of carriage, The Aviation Company will rely on all provisions of these general terms and conditions accordingly, including the provisions of treaties or conventions which the carrier relies on in general, i.e. The Warsaw Convention of 12 October 1929, amended by the The Hague Protocol of 28 September 1955, The Guadalajara Convention of 18 September 1961 and the Air Transport Act of 10 September 1936.
- 4 Quoted prices and aircrafts**
- 4.1 All prices quoted are accurate on the date quoted, however are based on the fuel prices of the current month, the current airport handling fees. In case the fuel price and/or the mentioned rates increase, The Aviation Company reserves the right to surcharge.
- 4.2 The quoted price includes all normal and foreseen operational costs such as fuel, oil, landing-handling- and airway-fees, crew-accommodation and standard catering for the quoted itinerary (unless stated otherwise) except for but not limited to Segment Fees (US), luxury taxes (where appropriate), unscheduled overnight fees, international fees, De-icing or hangar related expenses due to inclement weather, client special requests, airport and passenger taxes, royalties, security fees, itinerary changes, special Client catering requests, certain VIP lounges, SAT-phone usage on board, Internet or data usage on board and VAT (where applicable).
- 4.3 Afore mentioned excluded operational costs and all other additional costs, including, but not limited to license fees, clearance fees, baggage screening charges, passenger duties, security charges, customs duties, any connections to and from airports, ground accommodation, ground transfers, cabin service, or any other additional

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service costs whatsoever and howsoever arising, shall be borne by the Client and invoiced by The Aviation Company to the Client unless otherwise specified or agreed in writing.

4.4 Quoted aircraft are

- (i) not held on a Quote
- (ii) not tail specific and
- (iii) subject to owner's deployment approval unless stated otherwise.

4.5 Smoking on the quoted aircraft is not allowed unless stated otherwise. Pets or animals of any kind are not allowed unless stated otherwise.

5 Payment

5.1 Unless otherwise agreed The Aviation Company invoices the Charter Price separately from the actual (sur)charges, expenses, advances and additional cost.

5.2 Payment of the invoice for the Charter Price must be received by The Aviation Company no later than 7 days prior to the departure date stated in the Quote unless otherwise agreed. Not meeting the term of payment for the Charter Price constitutes cancellation of the agreement and clause 6.1 (v) "No Show" (Cancellation Terms) will apply, unless otherwise agreed. The Aviation Company may require an initial payment after signing the Quote if required.

5.3 The Aviation Company will invoice the Client for all other actual (sur)charges, expenses, advances and additional cost such as, but not limited to, those mentioned in clauses 4.2 and 4.3. Payment shall be due upon presentation of the invoice and shall be made within seven days. Should such invoice not be paid within said term, The Aviation Company will automatically, and without further notice, or legal actions required, charge Client's credit card the balance of the invoice. The Aviation Company may require a deposit as a security to cover actual (sur)charges if required.

5.4 Unless otherwise agreed, the Client shall provide The Aviation Company with a credit card for securing payment of any additional charges, such as mentioned in, but not limited to, clause 5.3 incurred beyond the Charter Price. The Aviation Company reserves the right to authorize the hold on the credit card guaranteeing payment and/or charge the credit card for all agreed upon charges. In the event a credit card is not chargeable and due payment of the invoice is not received within the applicable term of payment, extra collection cost of 15% will be due and payable.

5.5 Only payments made into the bank account mentioned on the invoice will discharge the Client of its payment obligations, unless otherwise agreed.

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- 5.6 All payments shall be without deduction or setoff except for any amount previously paid for anticipated charges, unless otherwise agreed.
 - 5.7 Wire transfers will be made in accordance with the wire transfer instructions as per information by The Aviation Company.
 - 5.8 Credit card payments are subject to a four (4) percent processing fee.
 - 5.9 The Aviation Company shall always have the right to demand advances for services to be rendered or expenses to be incurred.
 - 5.10 Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law.

6 Cancellation Terms

- 6.1 Cancelled agreements are chargeable to the Client, immediately effective from conclusion of the agreement onwards. The Client shall pay the cancellation charges as agreed in the signed flight quotation if notice of cancellation is received by The Aviation Company.
- 6.2 Confirmed and non-confirmed agreements are subject to the cancellation terms mentioned in clause 6.1. An agreement is considered to be confirmed once full payment is received. Confirmed agreements may not be cancelled after the first scheduled Departure Time and are subject to a 100% cancellation charge effective immediately upon confirmation of the flight.
- 6.3 Notification of cancellations must be in writing and transmitted immediately by email to: ops@theaviationcompany.com.

7 The Aviation Company's right and responsibilities

- 7.1 The Aviation Company reserves the right to substitute aircraft of similar capacity while maintaining the service contracted for at no additional expense to the Client who shall be informed of any such change prior to departure with as much notice as possible. If the Client does not accept the substitution and/or cancels the flight, clause 6.1 (v) "No Show" (Cancellation Terms) will apply.
- 7.2 If at any time prior to the scheduled time of departure, the aircraft becomes unavailable or unserviceable for any reason whatsoever prior to commencement of the flight schedule, The Aviation Company will endeavor to find another suitable alternative at the same price. Should this prove to be impossible, The Aviation Company will endeavor to find any suitable alternative aircraft as at close a price to the charter price and put such possibility to the Client for acceptance. If The Aviation Company is not able to substitute the aircraft, or the Client does not accept any available alternative because the alternative charter price exceeds the initial charter

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price, The Aviation Company shall return the charter price to the Client and shall not be under any further liability whatsoever to the Client. However, the Client shall remain liable to pay for any part of the flight schedule that has already been operated. If The Aviation Company can provide an alternative for the same price or a lower price and the client does not accept and/or cancels the flight, clause 6.1 (v) "No Show" (Cancellation Terms) will apply.

- 7.3 Flight schedules must be determined at time of conclusion of the agreement. Itinerary changes are permitted, but subject to aircraft and crew availability and subject to price adjustments. Acceptance of changes to the itinerary is at The Aviation Company's sole discretion. In the event changes are not accepted by The Aviation Company and the flight is cancelled, clause 6 (Cancellation Terms) shall apply. Notification of changes and/or cancellations must be in writing and transmitted immediately by email to: ops@theaviationcompany.com.

8 Client's rights & responsibilities

- 8.1 The Client shall always instruct and cause the passengers to act in a reasonable and responsible manner while aboard the aircraft and to comply with the directives and instructions of the pilot(s) in command of the aircraft.
- 8.2 The Client shall be liable to The Aviation Company for any damage caused by any of the passengers to the aircraft or otherwise.
- 8.3 The Client is liable for all demurrage as well as for costs for additional time on the ground and flight time if the time during which the aircraft has been chartered is exceeded because passengers, luggage, or cargo are late for boarding for any reason caused by the client, their employees, or their passengers, including inability to provide correct travel or other necessary documents.
- 8.4 Prior to flight departure, Client is required to complete and deliver to The Aviation Company the following information:
- passenger names and weights.
 - passenger's date of birth
 - applicable visa information
 - passport number and country of issuance
 - the legs each passenger will be flying
 - the ID type and number for each passenger (photo ID required)
 - and, if applicable, catering preferences.
- 8.5 The Aviation Company needs to be fully informed about any handicap(s) (e.g. reduced mobility, pregnancy, heart disease, lung disease) of any passenger, otherwise The Aviation Company has the right to resign from the agreement and clause 6 (Cancellation Terms) is applicable.

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- 8.6 The Client is fully responsible for obtaining all necessary travel documents, including any required passports and visas for all passengers traveling across any international boundary, and for complying with laws of each country flown from (the departure country), through (any transit country) and into (the destination country).
 - 8.7 Furthermore, the Client is responsible for all Immigration Papers, Permission(s) and supporting documents for traveling with minors abroad (over whom the accompanying person does not have the parental authority), and all required International Customs documents for all cargo, including customs documents for dangerous goods, weapons or animals of any kind (if allowed and confirmed by The Aviation Company) and has to submit these at least 72 hours prior to scheduled departure to The Aviation Company unless the flight is arranged within 72 hours prior to the first scheduled departure time.
 - 8.8 To avoid departure delays, Client must communicate passenger manifest changes no later than 12 hours prior to the departure time to The Aviation Company by email.
 - 8.9 Client shall deliver the passengers baggage and cargo at the time and place communicated by The Aviation Company, properly prepared, labeled, securely packaged, and ready for transportation by aircraft. Weight and size of cargo shall be provided no later than 24 hours prior to the departure time.
 - 8.9 The Client shall inform The Aviation Company immediately about any facts and circumstances that might be relevant to the execution of the assignment.

9 Passengers

- 9.1 Only manifested passengers (and their baggage/cargo) are permitted on board the aircraft. Passengers will not be permitted to board the aircraft without the required documentation mentioned in clauses 8.6. and 8.7.
- 9.2 The standard per person allowance is one (1) fifteen (15) kilogram bag plus one (1) five (5) kilogram personal item. Certain aircraft have limited baggage capacity to carry more than the standard allowance. It is the responsibility of Client to bring to The Aviation Company's attention prior to the flight its/their desire to carry an amount of luggage greater than the standard allowance. This will allow The Aviation Company an opportunity to determine if the luggage can be carried. If the aircraft cannot be loaded with all the intended luggage, the luggage may be shipped separately via an available air freight or courier service to the destination at the option and expense of Client.
- 9.3 The commander of the aircraft may refuse carriage of cargo which, in his sole discretion: is improperly packaged; is not suitable for carriage; is hazardous/dangerous; exceeds the operational capacity of the aircraft; cannot be loaded within the allotted space; cannot be transported in accordance with applicable

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laws and regulations; or has an aggregated value in excess of €10,000 with no prior special arrangements having been made.

- 9.4 Passengers shall not tender any cargo that is hazardous or dangerous. Client ensures that the passengers' baggage does not contain anything of a hazardous nature or of a nature prohibited by any country or state involved and that the passengers are not accompanied by animals of any kind.
- 9.5 Passengers may not bring weapons or drugs aboard the aircraft without prior arrangements. If weapons or drugs are detected, the Client may be subject to prosecution by law enforcement authorities.

10 Liability and indemnifications

- 10.1 Liability, whether contractual or non-contractual, of The Aviation Company, is in any case limited The Aviation Company commission as mentioned on the Quote.
- 10.2 The assignment granted will be performed exclusively for the benefit of the Client. No rights can be derived by third parties, including the passengers, from services rendered to or for the benefit of the Client.
- 10.3 The Client indemnifies The Aviation Company against claims of third parties who state that they have suffered damages as a result of the services rendered by The Aviation Company to Client. A third party includes every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client, the passenger(s) and any family member of the Client.

11 Engaging third parties

- 11.1 Providing the services under the assignment, The Aviation Company may engage third parties not affiliated with The Aviation Company where this is desirable for the provision of the services.
- 11.2 The Client is bound by the conditions agreed between The Aviation Company and the third party engaged by The Aviation Company. The Aviation Company is not liable for any damage caused by any action or omission of third parties engaged by it.
- 11.3 If a third party engaged wishes to limit its liability, The Aviation Company is authorized to accept this limitation of liability, also on behalf of the Client, or at any rate to invoke this limitation of liability against the Client.

12 Force Majeure

- 12.1 The Aviation Company shall not be responsible for any failure to fulfill its obligations hereunder due to any causes beyond its reasonable and direct control, or have any liability to Client for any delay, cancellation or damage, arising in whole or in part,

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including without limitation from any act of God, act of nature or weather, strike or labor dispute, mechanical or equipment failure, lack of essential supplies parts, acts or omissions of government or civil or military authority, shortages of materials, transportation delays, fires, floods, natural disasters, labor disturbances, political changes, changes in domestic or international laws, riots, or wars.

13 Statute of Limitation

- 13.1 Without prejudice to the provisions of Article 89, Book 6 of the Dutch Civil Code, every compensation claim will become statute-barred (vervallen) 12 months after completion of itinerary stated on the Quote.

14 Applicable Law and Competent Court

- 14.1 The legal relationship between the Client and The Aviation Company shall be governed exclusively by and construed in accordance with the laws of the Netherlands.
- 14.2 Disputes shall be submitted to the exclusive jurisdiction of the competent court in Utrecht, the Netherlands.
- 14.3 In the event the Client is domiciled outside the European Economic Area, The Aviation Company may at its sole discretion submit disputes to arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be The Hague, the Netherlands. The proceedings shall be conducted in the Dutch language.

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